

AG Contract No. KR04-0751TRN
ADOT ECS File No. JPA 03-136
Project No.: STP-202-C (003)B
Section: Santan Freeway (SR 202L),
Frye Road to Power Road
TRACS No.: H5911 01C
BUDGET SOURCE ITEM # 80005

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA,
AND
THE TOWN OF GILBERT

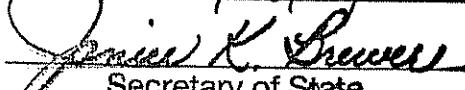
THIS AGREEMENT is entered into 28 October, 2004, pursuant to the Arizona Revised Statutes, Section 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF GILBERT, acting by and through its MAYOR and TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State
2. The Town is empowered by Arizona Revised Statutes Section 9-240 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.
3. In addition to the State's Santan Freeway (SR 202L) construction project (the State's Project), the Town requests the State to incorporate Improvements (the Town Improvements) into the State's Project from Frye Road to Power Road. The following items listed below (a-j) include the Town's requested Improvements:
 - a) Pedestrian bridges over SR 202L and upgraded drainage channel;
 - b) Install Optical Pre-emption equipment at Williams Field Road and Higley Road interchanges;
 - c) Install fencing along multi-use trail from Ray Road to Power Road;
 - d) Construct multi-use trail from Ray Road to Power Road;
 - e) Construct channel mitigation features from Ray Road to Power Road;
 - f) Construct an extension to the Higley Road Box Culvert;
 - g) Construct and paint pedestrian bridge fencing and railing at Williams Field Road and Higley Road;
 - h) Widen the Higley structure for dual left turn lanes (50/50 cost split with Town);
 - i) Incorporate architectural details into the structures at Williams Field Road, Union Pacific Railroad (UPRR), Ray Road, Higley Road and Recker Road; and
 - j) Lower the SR 202L profile under the UPRR and Ray Road (Town's contribution), as shown in, but not limited to Exhibit A, attached hereto and made a part hereof.

The Town's cost contribution for their requested Improvements listed above are estimated at \$3,531,868.00.

NO. 27187
Filed with the Secretary of State
Date Filed: 10/28/04


Janice K. Shewell
Secretary of State

By: Daryl L. Newbold

4. In order to facilitate the State's Project, the State requests that the Town perform the following duties listed below (a - d) for the State's Project:

- a) Construct a 12-inch waterline relocation (Prior Rights) at Williams Field Road;
- b) Design of the UPRR/ SR 202L Bridge, (STR #2479), UPRR shoofly and detours;
- c) Post Design Services for the Santan Freeway (SR 202L), Ray Road/UPRR Underpasses and Santan Freeway (SR 202L), Greenfield, Ray and UPRR Underpasses; and
- d) Environmental Re-evaluation, Santan Freeway Pecos Road to Higley Road, as shown in, but not limited to Exhibit A. The State's estimated cost for the above items is \$734,005 00.

5. At no time is the State to be considered the owner of, operator of, or locator for, the Town's waterline as referenced in Article 1.4.a. of the Recitals herein.

6. The parties herein agree to and acknowledge the following conditions: 1) The amounts referenced in this Agreement are subject to change and can change substantially; 2) Both parties will perform their responsibilities consistent with this Agreement and both parties acknowledge that the Town has performed its responsibilities; and 3) Any changes to the related items listed in Exhibit A, will only occur with the mutual Agreement of the Town and the State.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Agree, on behalf of the Town, to incorporate the items referenced above in Article I 3 of the Recitals into the State's Santan Freeway (SR 202L) Project. Proceed to advertise for, receive and open bids, award and enter into construction contract(s) for the construction of the State's Project.

b. Be responsible for the actual cost of the State's requested improvements referenced above in Article I.4. of the Recitals, estimated at \$734,005 00 for the cost of construction as reflected in Exhibit A.

c. Within thirty-days (30) of execution of this Agreement, invoice the Town for the amount of \$2,782,863.00, for the difference in the estimated cost of construction between the Town's Improvements as referenced Article I.3. of the Recitals as stated above. The State's requested items for the State's Project including construction, construction engineering and administration costs and fixed rates as shown on Exhibit A.

d. Award one or more construction contract(s) upon receipt of the estimated Town's cost, as referenced in Article I.3. of the Recitals, and will obtain the appropriate approvals and clearances.

e. Coordinate with the Town's inspectors during the construction of the Town's Improvements

f. Make all payments to the construction contractor(s) in accordance with the documents and ensure that no progress payments are made unless the State determines the construction work has progressed to the percent completion represented by the progress payment and the construction schedule

g. Confer and obtain written consent from the Town on any related design and construction modifications or change orders to the construction contract(s) involving cost increases to the Town's Improvements

h. The State shall pay the Town for the development service fee for the Ray Road pump station currently estimated at \$15,000 00 as shown in Exhibit A.

i. Upon completion and acceptance of the Town's Improvements, perform the final inspection and notify the Town in writing that the Town's been constructed in accordance with the proper documents. Provide the Town a recapitulation of the Town's Improvements final costs, along with an invoice or reimbursement, for the difference between the estimated cost paid by the Town and the actual costs for the Town's Improvements, including all fixed rates outlined in Exhibit A.

2. The Town will:

a. Agree to perform the duties as referenced in Article 1.4. of the Recitals into the State's Project.

b. Be responsible for the actual cost of the Town's Improvements estimated at \$3,531,868.00, including the fixed rates for: maintenance of traffic (0.5%); construction survey and layout (1%); contractor quality control, including testing (1%); mobilization (10%); construction engineering and administration (14%); and design engineering administration (5%) as described in Exhibit A.

c. Upon execution of this Agreement and within thirty-days (30) of receipt and approval of an invoice from the State, deposit the estimated amount of \$2,782,863.00 with the State, as shown in Exhibit A. The actual cost of the Town's Improvements shall be determined upon completion of construction.

d. Review documents and provide comments as necessary. Be responsible for all design consultant and/or contractor claims for extra compensation due to delays or whatever reason, attributable to the Town including additional funds to complete the Town's Improvements; provided, the Town is not responsible for the costs of delays caused by State.

e. Upon completion and acceptance by both parties, the Town will provide proper maintenance for the Town's requested improvements of items listed in Article I.3. of the Recitals a, b, c, d, e and g. Should the Town default on maintenance of items a, b, c, d, e and g as described in Article I.3. of the Recitals, the Town shall be obligated to restore said elements to State standard.

f. Agrees that any damages or injuries to any person or property whatsoever arising from the use or maintenance of the pedestrian bridge, multi-use trail and the upgraded drainage channel shall be solely the liability and responsibility of the Town. The Town agrees to indemnify and hold harmless the State for any vicarious liability as a result of entering into this Agreement. The Town further agrees to indemnify and hold harmless the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance or negligent performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, the Town or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, agents, officers or employees, shall include in the event of any action, court costs, expenses of litigation or attorney's fees.

g. Be responsible for providing electric power to the lighting at Santan Village Parkway at Williams Field Road and Higley Road; provide maintenance and painting of the pedestrian fencing at Santan Village Parkway at Williams Field Road and Higley Road structures, pedestrian bridges over the SR 202L and upgraded drainage channel, fencing along multi-use trail from Ray Road to Power Road. Provide maintenance for the multi-use trail, upgraded drainage channel, optical pre-emption equipment, auto-scope detector cameras and traffic signals.

h. Obtain an Encroachment Permit through the State's Phoenix Maintenance Permits District Office for all planned maintenance work within the State's Control of Access.

i. Should the Town withdraw its proposed plans for whatever reason, be responsible for all costs incurred by the State up to the time of withdrawal, unless the reason for the Town's cancellation is due to the State's failure to comply with its obligations herein.

III. MISCELLANEOUS PROVISIONS

1. *Except as stated in II.2. f above*, each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees), hereinafter collectively referred to as "claims", arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

2. This Agreement shall remain in force and effect until completion of the Project and said payments or reimbursements; provided, however, that this Agreement, except any provisions herein for maintenance by the Town as referenced in II.2.e. of this Agreement, shall be perpetual, may be cancelled at any time prior to the advertisement of a Project construction contract, upon thirty (30) days written notice to the other party.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this Agreement.

6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to the Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. The funds deposited with the State pursuant to Paragraph 2b shall only be used for the purposes of this Agreement.

8. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
FAX: 602 712-7424

Town of Gilbert
Town Manager
50 East Civic Center Drive
Gilbert, Arizona 85296

10. In accordance with Arizona Revised Statutes Section 11-952(D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN OF GILBERT

By:

STEVEN M. BERMAN
Mayor

ATTEST

By:

CATHY TEMPLETON
Town Clerk

STATE OF ARIZONA
Department of Transportation

By:

DANIEL S. LANCE, P.E.
Deputy State Engineer

ATTORNEY APPROVAL FORM

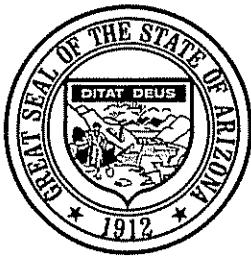
FOR THE TOWN OF GILBERT

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the TOWN OF GILBERT, an agreement among public agencies, which, has been reviewed pursuant to A.R.S section 11-951 through 11-954, and declare this agreement to be in proper form and within the powers and authority granted to the TOWN under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 7 day of September, 2004.

Susan O'Grodan

Attorney



**ATTORNEY GENERAL
CIVIL DIVISION
TRANSPORTATION SECTION**

MEMORANDUM

Jeffrey T. Murray
Assistant Attorney General

Direct: (602) 542-8859
Fax: (602) 542-3646

**INTERGOVERNMENTAL AGREEMENT
DETERMINATION**

A.G. Contract No. KR04-0751RN (**JPA 03-136**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED October 19, 2004.

TERRY GODDARD
Attorney General

A handwritten signature of Jeffrey T. Murray in black ink, appearing to read "J. T. Murray".

JEFFREY T. MURRAY
Assistant Attorney General
Transportation Section

JTM:dgr
Attachment
872270

EXHIBIT "A"
SUMMARY OF JPA COSTS

**SANTAN FREEWAY SR202L (FRYE ROAD TO POWER ROAD)
DESCRIPTION AND COST OF PAY ITEMS FOR THE TOWN OF GILBERT (TOG)**

ITEM	RIGHT OF WAY	COST			DESCRIPTION
		DESIGN	CONSTRUCTION	TOTAL	
1 PEDESTRIAN BRIDGES	\$ -	\$ 64,979.00	\$ 557,891.50	\$ 622,870.50	The TOG requested a pedestrian underpass structure for 202L and a pedestrian bridge over the channel for this project. Design cost includes necessary environmental and geotechnical work also. The total cost is reduced by the CMAC funding approved for this item.
2 TRAFFIC SIGNAL ITEMS	\$ -	\$ -	\$ 72,715.00	\$ 72,715.00	The TOG requested that ADOT provide and install pre-emption equipment and internally illuminated street name signs for the Williams Field Road TI and Higley Road TI signals. A Radio Communications system was also requested by TOG for the Higley Rd TI signals. TOG also requested that ADOT provide and install a fiber cable from the Williams Field TI to Market Street.
3 BRIDGE FENCING	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	TOG requested modified and painted pedestrian bridge fence on Williams Field Road TIUP and Higley Road TIUP. Lump sum amount of \$5,000 per bridge.
4 ACCESS CONTROL FENCING	\$ -	\$ -	\$ 45,009.00	\$ 45,009.00	TOG requested the use of special fence along the ped trail for this project. Credit given for ADOT fence not being installed in lieu of this special fence. Allowance also given for ADOT fence that is not being installed in lieu of developer walls being installed at access control locations.
5 TRAIL SYSTEM	\$ -	\$ -	\$ 522,620.00	\$ 522,620.00	TOG requested a trail system be incorporated into the project from Basin Q to Power Road, and from the north side of the ped bridge to Knox Road. Also, the Higley Rd RCBC was extended 6' to incorporate the entry features for the trail.
6 ARCHITECTURAL DETAILS	\$ -	\$ -	\$ 11,000.00	\$ 11,000.00	TOG requested architectural details be incorporated for the bridges at Williams Field Rd, UPRR, Ray Rd, Higley Rd and Recker Rd, as well as for the retaining walls at the stepped drop structure. Lump sum of \$2000 per bridge site and \$1000 for the stepped drop structure.
7 WIDEN HIGLEY ROAD	\$ 7,500.00	\$ -	\$ 147,370.75	\$ 154,870.75	Widen roadway, widen bridge and increase box culvert length by 22 feet for dual left turn lanes at Higley Road TI (Constructed on Power-Elliott Project). TOG share shown is 50% of total costs.
8 CHANNEL MITIGATION	\$ -	\$ -	\$ 92,782.75	\$ 92,782.75	From Basin Q to Higley, TOG requested that a gabion wall be added to the concrete U-Channel. From Higley to Power, TOG requested that special gabion basket lined channel be constructed in lieu of the standard concrete lined trapezoidal channel.
9 LOWER SR202L PROFILE UNDER RAY RD/UPRR	\$ -	\$ -	\$ 2,000,000.00	\$ 2,000,000.00	Lump Sum TOG's contribution.

EXHIBIT "A"

SUMMARY OF JPA COSTS

**SANTAN FREEWAY SR202L (FRYE ROAD TO POWER ROAD)
DESCRIPTION AND COST OF PAY ITEMS FOR THE TOWN OF GILBERT (TOG)**

ITEM	RIGHT OF WAY	DESIGN	CONSTRUCTION	COST TOTAL	DESCRIPTION
10 DEVELOPMENT SERVICE FEE - RAY RD PUMP STATION		\$ (15,000.00)	\$ (15,000.00)	\$ (15,000.00)	Fee assessment to ADOT by TOG for establishing water service for the Ray Road Stormwater Pumpstation.
11 12" WATERLINE RELOCATION		\$ (200,000.00)	\$ (200,000.00)	\$ (200,000.00)	CREDIT - ADOT requested TOG to relocate this waterline (prior rights) with the TOG's roadway improvement project at Williams Field Road.
12 DESIGN OF UPRR/202L BRIDGE, STR #2479, RR SHOEFLY AND RAY ROAD DETOURS		\$ (444,005.00)		\$ (444,005.00)	TOG paid for the design effort through a contract with the Town's design consultant. Contract amount \$444,005
13 POST DESIGN SERVICES FOR RAY RD & UPRR UNDERPASSES		\$ (10,000.00)		\$ (10,000.00)	TOG paid for the post design services through a contract with the Town's design consultant.
14 POST DESIGN SERVICES FOR GREENFIELD, RAY RD & UPRR UNDERPASSES		\$ (50,000.00)		\$ (50,000.00)	TOG paid for the post design services through a contract with the Town's design consultant. ADOT's share shown is 50% of the total cost.
15 ENVIRONMENTAL RE-EVALUATION		\$ (30,000.00)		\$ (30,000.00)	TOG paid for the environmental re-evaluation as a result of changes to the portion of the Santan Freeway from Pecos Road to Higley Road. The changes include changing the 202L profile; realignment of Ray Road; revision to the detention basins; addition of south ramps @ Greenfield Road TI; and realignment of Pecos Road.
ITEM 1-15 TOTAL:	\$ 7,500.00	\$ (409,026.00)	\$ 3,184,389.00	\$ 2,782,863.00	

EXHIBIT "A"
ITEM 1 JPA COST BACKUP

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	ITEM 1 - NEW PEDESTRIAN BRIDGES				
2	SR 202L PED/BICYCLE OVERPASS, BRIDGE NO. 2820				
3	C STRUCTURAL EXCAVATION	CU.YD.	570	\$ 10.00	\$ 5,700.00
4	C STRUCTURE BACKFILL	CU.YD.	340	\$ 20.00	\$ 6,800.00
5	C STRUCTURAL CONCRETE (CLASS S) (FC = 3.000)	CU.YD.	289	\$ 275.00	\$ 79,475.00
6	C DECK JOINT ASSEMBLY (STRIP SEAL DET.SD3.02)	LF	39	\$ 115.00	\$ 4,485.00
7	C APPROACH SLAB	SQ.FT	396	\$ 10.00	\$ 3,960.00
8	C REINFORCING STEEL	LB.	30,950	\$ 0.75	\$ 23,242.50
9	C CONCRETE (SIDEWALK/PEDESTRIAN TRAIL)	SQ.FT	583	\$ 18.00	\$ 10,494.00
10	C MISCELLANEOUS WORK (PED/BICYCLE UP STEEL TRUSS)	L.SUM	1	\$ 494,227.00	\$ 494,227.00
11	C SUPERSTRUCTURE	L.FT.	550	\$ 160.00	\$ 55,000.00
12	C MISCELLANEOUS WORK (PEDESTRIAN FENCE)	L.FT.	550	\$ 683,383.50	\$ 683,383.50
13	D LUMP SUM STRUCTURE (TOTAL OF PRECEDING STRUCTURE ITEMS)	L.SUM	1		
14	STRUCTURE SUBTOTAL				\$683,383.50
15	CHANNEL, PED/BICYCLE BRIDGE, BRIDGE NO. 2821				
16	D STRUCTURAL EXCAVATION	CU.YD.	30	\$ 10.00	\$ 300.00
17	D STRUCTURE BACKFILL	CU.YD.	10	\$ 20.00	\$ 200.00
18	D STRUCTURAL CONCRETE (CLASS S) (FC = 3.000)	CU.YD.	18	\$ 275.00	\$ 4,950.00
19	D APPROACH SLAB	SQ.FT	215	\$ 10.00	\$ 2,150.00
20	D REINFORCING STEEL	LB.	1,780	\$ 0.75	\$ 1,335.00
21	D MISCELLANEOUS WORK (PED/BICYCLE BRIDGE STEEL TRUSS)	L.SUM	1	\$ 73,145.00	\$ 73,145.00
22	D SUPERSTRUCTURE	L.FT.	119	\$ 75.00	\$ 8,925.00
23	D MISCELLANEOUS WORK (PEDESTRIAN FENCE)	L.SUM	1	\$ 91,005.00	\$ 91,005.00
24	D LUMP SUM STRUCTURE (TOTAL OF PRECEDING STRUCTURE ITEMS)	L.SUM	1		
25	E DRILLED SHAFT	L.FT.	120	\$ 125.00	\$ 15,000.00
26	STRUCTURE SUBTOTAL				\$ 109,005.00
27					
28	ITEM 1 - NEW PEDESTRIAN BRIDGES				\$ 789,388.50 (A)
29	Maintenance of Traffic Share	L.SUM	1	1.5% of (A)	\$.
30	CONSTRUCTION SURVEYING AND LAYOUT SHARE	L.SUM	1	1% of (A)	\$ 7,894.00
31	CONTRACTOR QUALITY CONTROL SHARE	L.SUM	1	1% of (A)	\$ 7,894.00
32	MOBILIZATION SHARE	L.SUM	1	10% of (A)	\$ 78,939.20
33	SUBTOTAL CONSTRUCTION COST				\$ 864,115.50 (B)
34	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION				14% of (B)
35	DESIGN ENGINEERING				\$ 123,776.00
36	5% ENGINEERING ADMINISTRATION				\$ 61,885.00 (C)
37	CMACT FUNDS WAS APPROVED FOR THIS ITEM				\$ 3,094.00
	TOTAL ITEM 1 - NEW PEDESTRIAN BRIDGES				\$ (450,000.00)
					\$ 622,870.50

Notes:

- Maintenance of Traffic does not apply to this item of work.
- Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the Town's items.
- Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the Town's items.
- Mobilization was calculated on a percentage basis (10.0% fixed rate) of the Town's construction cost.
- Construction Engineering and Administration is calculated on a percentage basis (14.0%, fixed rate) of the Town's construction cost.
- Includes Design, EA Update and Geotechnical Work.
- Engineering Administration is calculated at 5.0% of the Town's design cost.

EXHIBIT "A"
ITEM 2 JPA COST BACKUP

Item No	Item Description	Unit	Quantity	Unit Price	Amount
ITEM 2 - TRAFFIC SIGNAL ITEMS					
2	ELECTRICAL SYSTEM (INTERNAL ILLUMINATED STREET SIGN)	EACH	4	\$ 200.00	\$ 3,200.00
3	ELECTRICAL SYSTEM (PRE-EMPTION UNIT)	EACH	2	\$ 5,000.00	\$ 10,000.00
4	SINGLE MODE FIBER OPTIC CABLE (48 FIBERS)	L.FT.	1,650	\$ 25.00	\$ 41,250.00
5	RADIO SYSTEM	EACH	1	\$ 2,500.00	\$ 2,500.00
6					
7	SUBTOTAL ITEM 2 - TRAFFIC SIGNAL ITEMS				\$ 56,950.00 (A)
8	Maintenance of Traffic Share ¹	L.SUM	1	1.5% of (A)	\$ -
9	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	1% of (A)	\$ 570.00
10	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	1% of (A)	\$ 570.00
11	MOBILIZATION SHARE ⁴	L.SUM	1	10% of (A)	\$ 5,695.00
12	SUBTOTAL CONSTRUCTION COST				\$ 63,785.00 (B)
13	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			14% of (B)	\$ 8,930.00
14	DESIGN ENGINEERING				\$ - (C)
15	5% ENGINEERING ADMINISTRATION ⁶			5% of (C)	\$ -
16	TOTAL ITEM 2 - TRAFFIC SIGNAL ITEMS				\$ 72,715.00

Notes:

1. Maintenance of Traffic does not apply to this item of work.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the Town's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the Town's items.
4. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the Town's construction cost.
5. Construction Engineering and Administration is calculated on a percentage basis (14.0% fixed rate) of the Town's construction cost.
6. Engineering Administration does not apply to this item of work.

EXHIBIT "A"
ITEM 3 JPA COST BACKUP

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	ITEM 3 - BRIDGE FENCING				
2	WILLIAMS FIELD RD AND HIGLEY RD TI UNDERPASSES ⁷	PER BRIDGE	2	\$ 5,000.00	\$ 10,000.00
3					
4	SUBTOTAL ITEM 3 - BRIDGE FENCING				\$ 10,000.00 (A)
5	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1	1.5% of (A)	\$ -
6	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	1% of (A)	\$ -
7	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	1% of (A)	\$ -
8	MOBILIZATION SHARE ⁴	L.SUM	1	10% of (A)	\$ -
9	SUBTOTAL CONSTRUCTION COST				\$ 10,000.00 (B)
10	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			14% of (B)	\$ -
11	DESIGN ENGINEERING				\$ -
12	5% ENGINEERING ADMINISTRATION ⁶			5% of (C)	\$ -
13	TOTAL ITEM 3 - BRIDGE FENCING				\$ 10,000.00

Notes:

1. Maintenance of Traffic does not apply to this item of work.
2. Construction Surveying and Layout does not apply to this item of work.
3. Contractor Quality Control does not apply to this item of work.
4. Mobilization does not apply to this item of work.
5. Construction Engineering and Administration does not apply to this item of work.
6. Engineering Administration does not apply to this item of work.
7. Additional cost over the standard ADOT fence and painting. Lump sum fixed cost of \$5000 per bridge.

EXHIBIT "A"
ITEM 4 JPA COST BACKUP

Item No	Item Description	Unit	Quantity	Unit Price	Amount
ITEM 4 - ACCESS CONTROL FENCING					
ACCESS CONTROL FENCING					
2		L.FT.	16,271	\$ 10.00	\$ 157,450.00
3	9030008 FENCE (TOG)	L.FT.	(16,271)	\$ 7.00	\$ (113,897.00)
4	FENCE CREDIT (TOG FENCE LOCATIONS) ⁷	L.FT.	(2,372)	\$ 3.50	\$ (8,302.00)
5	FENCE ALLOWANCE (DEVELOPER BLOCK WALL LOCATIONS) ⁸				
6					
7	SUBTOTAL ITEM 4 - ACCESS CONTROL FENCING				\$ 35,251.00 (A)
8	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1	1.5% of (A)	\$ -
9	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	1% of (A)	\$ 353.00
10	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	1% of (A)	\$ 353.00
11	MOBILIZATION SHARE ⁴	L.SUM	1	10% of (A)	\$ 3,525.00
12	SUBTOTAL CONSTRUCTION COST				\$ 39,482.00 (B)
13	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			14% of (B)	\$ 5,527.00
14	DESIGN ENGINEERING			\$ -	
15	5% ENGINEERING ADMINISTRATION ⁶			5% of (C)	\$ -
16	TOTAL ITEM 4 - ACCESS CONTROL FENCING				\$ 45,009.00

Notes:

1. Maintenance of Traffic does not apply to this item of work.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the Town's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the Town's items.
4. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the Town's construction cost.
5. Construction Engineering and Administration is calculated on a percentage basis (14.0% fixed rate) of the Town's construction cost.
6. Engineering Administration does not apply to this item of work.
7. TOG is credited for standard chain link fence not installed in lieu of TOG Fence.
8. TOG allowance for half the cost of standard chain link fence not installed in lieu of block walls by developers.

EXHIBIT "A"
ITEM 5 JPA COST BACKUP

Item No	Item Description	Unit	Quantity	Unit Price	Amount
ITEM 5 - TRAIL SYSTEM					
2	COST OF TRAIL				
3	9080242 CONCRETE SIDEWALK (HEAVY BROOM FINISH)	SQ.FT.	155.310	\$ 2.25	\$ 349,447.50
4	9080243 CONCRETE SIDEWALK (WOOD GRAIN FINISH)	SQ.FT.	2.320	\$ 4.00	\$ 9,280.00
5	9080244 CONCRETE SIDEWALK (EXPOSED AGGREGATE FINISH)	SQ.FT.	1.528	\$ 4.00	\$ 6,112.00
6	9151116 CONCRETE (DIVIDER WALL)	L.FT.	187	\$ 35.00	\$ 6,545.00
7	9158903 BOLLARD (REMOVABLE)	EA	5	\$ 500.00	\$ 2,500.00
8					
9	COST OF EXTENDING HIGLEY RCBC 61 FEET (CONSTRUCTED ON STP-202-C(007)B).				
10	2030501AB STRUCTURAL EXCAVATION	CU.YD.	536	\$ 4.00	\$ 2,144.00
11	2030506AB STRUCTURAL BACKFILL	CU.YD.	268	\$ 12.00	\$ 3,216.00
12	6010002AB STRUCTURAL CONCRETE (CLASS S)(FC=3000)	CU.YD.	105	\$ 200.00	\$ 21,000.00
13	6050002AB REINFORCING STEEL	LB.	18153	\$ 0.50	\$ 9,076.50
14					
15	SUBTOTAL ITEM 5 - TRAIL SYSTEM				\$ 409,321.00
16	MAINTENANCE OF TRAFFIC SHARE¹	L.SUM	1	1.5% of (A)	\$ -
17	CONSTRUCTION SURVEYING AND LAYOUT SHARE²	L.SUM	1	1% of (A)	\$ 4,093.00
18	CONTRACTOR QUALITY CONTROL SHARE³	L.SUM	1	1% of (A)	\$ 4,093.00
19	MOBILIZATION SHARE⁴	L.SUM	1	10% of (A)	\$ 40,932.00
20	SUBTOTAL CONSTRUCTION COST				\$ 458,439.00
21	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION⁵			14% of (B)	\$ 64,181.00
22	DESIGN ENGINEERING				\$ -
23	5% ENGINEERING ADMINISTRATION⁶			5% of (C)	\$ -
24	TOTAL ITEM 5 - TRAIL SYSTEM				\$ 522,620.00

Notes:

1. Maintenance of Traffic does not apply to this item of work.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the Town's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the Town's items.
4. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the Town's construction cost.
5. Construction Engineering and Administration is calculated on a percentage basis (14.0% fixed rate) of the Town's construction cost.
6. Engineering Administration does not apply to this item of work.

Shaded Items are from Project STP-202-C(007)B.

EXHIBIT "A"
ITEM 6 JPA COST BACKUP

Item No	Item Description	Unit	Quantity	Unit Price	Amount
ITEM 6 - ARCHITECTURAL DETAILS					
2	BRIDGES AT WILLIAMS FIELD RD, UPRR, RAY RD, HIGLEY RD AND RECKER RD. ⁷	PER BRIDGE	5	\$ 2,000.00	\$ 10,000.00
4	BASIN Q STEPPED DROP STRUCTURE ⁷		1	\$ 1,000.00	\$ 1,000.00
5					
6					
7	SUBTOTAL ITEM 6 - ARCHITECTURAL DETAILS	L.SUM	1	1.5% of (A)	\$ 11,000.00 (A)
8	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1	1% of (A)	\$ -
9	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	1% of (A)	\$ -
10	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	1% of (A)	\$ -
11	MOBILIZATION SHARE ⁴	L.SUM	1	10% of (A)	\$ -
12	SUBTOTAL CONSTRUCTION COST				\$ 11,000.00 (B)
13	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			14% of (B)	\$ -
14	DESIGN ENGINEERING				\$ -
15	5% ENGINEERING ADMINISTRATION ⁶			5% of (C)	\$ -
16	TOTAL ITEM 6 - ARCHITECTURAL DETAILS				\$ 11,000.00

Notes:

1. Maintenance of Traffic does not apply to this item of work.
2. Construction Surveying and Layout does not apply to this item of work.
3. Contractor Quality Control does not apply to this item of work.
4. Mobilization does not apply to this item of work.
5. Construction Engineering and Administration does not apply to this item of work.
6. Engineering Administration does not apply to this item of work.
7. Lump sum of \$2000 per bridge and \$1000 at Basin Q drop structure applied.

EXHIBIT "A"
ITEM 7 - JPA COST BACKUP

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	ITEM 1-WHEN HIGLEY ROAD-NOTE: THIS ITEMS CONSTRUCTED ON ST# 301-2-20713				
2	ROADWAY WIDENING	LFT	850	\$ 600.5	\$ 520,00
3	REMOVE LINED DITCH	CU YD	1,332	\$ 200.5	\$ 395,00
4	ROADWAY EXCAVATION	M.GAL	300	\$ 0.75	\$ 225.00
5	FURNISH WATER	CU YD	324	\$ 16.00	\$ 5,184.00
6	AGGREGATE BASE CLASS 3	SQ.YD	719	\$ 20.00	\$ 14,380.00
7	PORTLAND CEMENT CONCRETE PAVEMENT (10")	TON	0.3	\$ 560.00	\$ 168.00
8	BUTYLICUM TACK COAT	HOUR	.05	\$ 200.00	\$ 10.00
9	APPLY BUTYLICUM TACK COAT	TON	0.4	\$ 300.00	\$ 120.00
10	FOG COAT	TON	1.5	\$ 40.00	\$ 60.00
11	BLOTTER MATERIAL	TON	18	\$ 215.00	\$ 3,870.00
12	ASPHALTIC BINDER (PG-76-15)	TON	364	\$ 20.00	\$ 7,280.00
13	ASPHALTIC CONCRETE (B4 MAX)	TON	3.5	\$ 80.00	\$ 315.00
14	MINERAL ADMIXTURE FOR B4 MAX	LFT	65	\$ 40.00	\$ 2,640.00
15	STORM DRAIN PIPE, 2"	TON	44	\$ 30.00	\$ 1,320.00
16	PIPE SLEEVES, STEEL, 12"	LFT	44	\$ 70.00	\$ 3,080.00
17	CONCRETE CURB (C-25-10) TYPE A	EACH	1	\$ 620.00	\$ 620.00
18	CONCRETE SIDEWALK RAMP (C-25-20) TYPE B	TON	350	\$ 35.00	\$ 13,650.00
19	CONCRETE UNIT PAVERS				
20	COST OF 2' FOOT WIDER BRIDGE				
21	2005201Y STRUCTURAL EXCAVATION	CU YD	450	\$ 14.00	\$ 6,300.00
22	STRUCTURE BACKFILL	CU YD	304	\$ 27.00	\$ 8,268.00
23	STRUCTURAL CONCRETE (CLASS SUFC # 150)	CU YD	265	\$ 35.00	\$ 9,225.00
24	STRUCTURAL CONCRETE (CLASS SUFC # 500)	CU YD	374	\$ 20.00	\$ 7,480.00
25	DECK JOINT ASSEMBLY (MAX COMPRESSION SEAL)	LFT	40	\$ 60.00	\$ 2,400.00
26	601371X APPROACH SLAB (SD-01)	SQ.FT	650	\$ 8.00	\$ 5,200.00
27	60001Y PRESTRESSING CAST IN PLACE CONCRETE (STA)	L.SHL	1	\$ 32,550.00	\$ 32,550.00
28	REINFORCING STEEL	LB	51,224	\$ 0.50	\$ 45,622.00
29	COST OF 22 FOOT LONGER BOX CULVERT				
30	200514B STRUCTURAL EXCAVATION	CU YD	193	\$ 40.00	\$ 7,720.00
31	2005201B STRUCTURE BACKFILL	CU YD	97	\$ 12.00	\$ 1,164.00
32	60001Z STRUCTURAL CONCRETE (CLASS SUFC # 500)	CU YD	38	\$ 20.00	\$ 760.00
33	60002AB REINFORCING STEEL	LB	6,547	\$ 0.50	\$ 3,273.50
34	MANUFACTURER OF TRAFFIC SHARE ¹				
35	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²				
36	CONTRACTOR QUALITY CONTROL SHARE ³				
37	MOBILIZATION SHARE ⁴				
38	CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵				
39	DESIGN ENGINEERING				
40	5% ENGINEERING ADMINISTRATION ⁶				
41	TOTAL CONSTRUCTION ON TEAM 1-WHEN HIGLEY ROAD FOR BULLETT TOWNSHIPS				
42	TOTAL CONSTRUCTION ON TEAM 1-WHEN HIGLEY ROAD FOR BULLETT TOWNSHIPS				
43	TOWN OF GILBERT'S SHARE IS 50% OF THE COST				
44	RIGHT OF WAY				
45	TOTAL TOWN OF GILBERT'S SHARE IS 50% OF THE TOTAL COST				

Notes

1. Maintenance of traffic does not apply to this item of work.
 2. Construction Surveying and Layout does not apply to this item of work.
 3. Contractor Quality Control does not apply to this item of work.
 4. Mobilization does not apply to this item of work.
 5. Construction Engineering and Administration does not apply to this item of work.
 6. Engineering Administration does not apply to this item of work.
- Shaded Item Numbers and Unit Prices are from Project ST#-202-C10078

EXHIBIT "A"
ITEM 8 JPA COST BACKUP

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	ITEM 8 - CHANNEL MITIGATION				
2	HIGLEY TO POWER COST OF GABION CHANNEL VERSUS CONCRETE LINED CHANNEL				
3	CREDIT FOR NO CONCRETE CHANNEL LINING	SQ.YD.	47991	\$ (25.00)	\$ (1,199,775.00)
4	CREDIT FOR TRAP CHANNEL EX	CU.YD.	63983	\$ (2.75)	\$ (175,953.25)
5	9130030 RIPRAP (GABIONS) (BASKETS) (DETAIL D1, VOL 2)	CU.YD.	14,664	\$ 80.00	\$ 1,173,120.00
6	2030451 CHANNEL EX	CU.YD.	59878	\$ 2.00	\$ 119,756.00
7					
8	BASIN Q TO HIGLEY COST OF GABION WALL FOR U-CHANNEL				
9	9130031 RIPRAP (GABIONS) (WALL) (DETAIL D2 , VOL 1)	CU.YD.	1,944	\$ 80.00	\$ 155,520.00
10					
11	SUBTOTAL ITEM 8 - CHANNEL MITIGATION				\$ 72,667.75 (A)
12	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1	1.5% of (A)	\$ -
13	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	1% of (A)	\$ 727.00
14	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	1% of (A)	\$ 727.00
15	MOBILIZATION SHARE ⁴	L.SUM	1	10% of (A)	\$ 7,267.00
16	SUBTOTAL CONSTRUCTION COST				\$ 81,388.75 (B)
17	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			14% of (B)	\$ 11,394.00
18	DESIGN ENGINEERING				\$ -
19	5% ENGINEERING ADMINISTRATION ⁶			5% of (C)	\$ -
20	TOTAL ITEM 8 - CHANNEL MITIGATION				\$ 92,782.75

Notes:

1. Maintenance of Traffic does not apply to this item of work.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the Town's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the Town's items.
4. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the Town's construction cost.
5. Construction Engineering and Administration is calculated on a percentage basis (14.0% fixed rate) of the Town's construction cost.
6. Engineering Administration does not apply to this item of work.